



REQUEST FOR QUOTATION HQ841365

Quotations are due by 3:00 P.M., Local Time

March 27, 2008

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Date: March 10, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIOV7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Submittal Location:

1740 West Adams, Room 303
Phoenix, AZ 85007

Delivery / Pick Up Location:

2500 East Van Buren Street
Phoenix, AZ 85008

Procurement Specialist: Tracy Chisler

Phone: (602)542-1044 Fax: (602) 542-1741

Email: chislet@azdhs.gov

Item	Description - See Scope of Services, pages 9-12	Unit	Quantity	Percentage Discount	
1	Non-emergency transport services-Vendor offers the State Hospital % discount off current rates published by ADHS/BEMS. (Current rates may be downloaded from www.azdhs.gov/bems/ambul-pdf/ratesch.xls).	-	-	_____ %	
				Sub-Total:	\$ n/a
				State Hospital is Tax-Exempt :	\$ 0.00
				Total:	\$ n/a

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
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Signature

Date

Typed Name and Title

Procurement Administrator: _____

Date: _____

SPECIAL INSTRUCTIONS TO OFFERERS

Solicitation No. HQ841365

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within two (2) days before the Offer due date and time to allow sufficient time for question review and response.
3. **IDENTIFICATION:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
4. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
5. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>.
6. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.
7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **ERASURE;** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
9. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
10. **EVALUATION:** Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.
11. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>
13. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.
14. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
15. **OFFEROR QUALIFICATIONS:** The offeror shall have a minimum of five (5) years experience with the service and requirements similar to the services and requirements offered. The offeror must exhibit proof of their continuing education in their field of expertise. Offeror shall provide a summary of the offeror's experience and expertise regarding the services offered. Summary shall not exceed five (5) pages, including but not limited to company history, number of years in business, types of services provided, number of full- and part-time employees, number and type of clients for the last two years.
15. **LICENSES:** The Contractor shall obtain and maintain in current status any required federal, state, county, city and local licenses, permits or certifications for the Contractor, their employees and subcontractors required for the operation of the business conducted by the Contractor. Contractor shall submit a list of all licenses and certifications they hold.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERERS Solicitation No. HQ841365</p>

16. **REFERENCES:** Offeror shall submit names and telephone numbers of at least three (3) prior or current clients who have received similar services from the offeror in a similar sized environment where compliance was required for all rules, regulations, processes and procedures as defined by Joint Commission on Accreditation of Healthcare Organizations (JCAHO”), Centers for Medicare and Medicaid Services (“CMS”), State Assurance and Licensure, Office of Behavioral Health, Centers for Disease Control (“CDC”), Occupational Safety and Health Administration (“OSHA”), Maricopa County, Hospital Policies and Procedures and HIPAA regulations. The references shall include dates and descriptions of services provided.

SPECIAL TERMS AND CONDITIONS

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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services ("ADHS") intends to establish a contract for the materials or services as listed herein for the Arizona State Hospital in accordance with the requirements outlined herein.

2. TERM OF CONTRACT (1 YEAR)

The term of the resultant contract shall commence upon the award date on the Offer and Acceptance form, and shall remain in effect for one year, unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS (4 YEAR MAXIMUM)

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

☒ Fixed Price

5. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

6. LICENSES

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

7. PRICE INCREASE

The General Public Rates and Charges and the contractual discount allowed by the ADHS Bureau of Emergency Medical Services (BEMS) pertaining to this Contract shall continue for such time as it remains in conformance with the Contractor's current or subsequent rates and charges, or range of rates and charges, as approved by ADHS BEMS and in conformance with State laws. Both parties understand that all rates and charges are subject to change by ADHS BEMS and shall be automatically adjusted by the Contractor upon notifications from ADHS BEMS. The Contractor shall notify ADHS in writing of these required rate and charge changes. Current rates may be downloaded from www.azdhs.gov/bems/ambul-pdf/ratesch.xls. Any request for a price increase, cost of living or other, shall be submitted in writing to ADHS BEMS and supporting justification documentation must be included.

8. INFORMATION DISCLOSURE

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

9. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

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10. PAYMENT/INVOICING

The Contractor will be paid in accordance with the proposed Contract amount, as accepted by the ADHS, and the Hospital. The Contractor's sole compensation will be from the proposed amounts annotated on the pricing sheet. The State will not pay for services and/or products in advance. Payments will be made monthly, for completion of services as shown by an itemized invoice, submitted by the Contractor by the 30th day of the month following service. Payments will not be authorized if the invoice submitted is incomplete or does not contain the necessary information needed to properly review (patient's name, dates of service, case type, facility and description of service). Payment for items not authorized under this Contract will be rejected unless prior approval has been given by authorized Hospital personnel.

11. PAYMENT PROCEDURES

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. ADHS must indicate consent on the form. A new W-9 form must be submitted by the new Vendor and entered into the system prior to any payments being made to the new Vendor.

12. OTHER COMPANY TRANSPORTS

The Contractor shall pay the subcontracted vendor directly, not the Arizona State Hospital. The Hospital's Contract is solely with the named Contractor on the Offer and Acceptance page.

13. VENDOR PERFORMANCE REPORTS

Hospital and ACPTC Management shall document vendor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the representative for the Hospital and ACPTC.

14. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, Use and Disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

16. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the state, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications.

18. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis. The state makes no guarantee as to volume.

19. PANDEMIC CONTRACTUAL PERFORMANCE

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the pandemic performance plan shall include:

- a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
- b. Alternative methods to ensure there are products in the supply chain.
- c. An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

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- d. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
- e. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- f. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

20. INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and/or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Each Occurrence	\$ 500,000

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***
- b. The policy shall be endorsed to include coverage for loading and unloading of patients.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
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Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (**Arizona Department of Health Services – Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007**) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to (**Arizona Department of Health Services – Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007**). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

SCOPE OF SERVICES

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1. BACKGROUND

The Arizona State Hospital (Hospital) is a unit of the Division of Behavioral Health Services (BHS) of the Arizona Department of Health Services (ADHS). It is established and operated under A.R.S. 36-3701 “for the care and treatment of persons with mental disorders and persons with other personality disorders or emotional conditions who will benefit from care and treatment.”

The Hospital provides treatment and rehabilitative services to the most severely mentally ill persons in the state. This is a court-ordered and civil-committed treatment center. Individuals must be suffering from a behavioral health illness, which has severely impaired their functioning and ability to live within their family and community.

The Arizona State Legislature enacted A.R.S. 36-4606 in the 1997 legislative session requiring the housing of “sexually violent persons” (SVP) at the Arizona State Hospital in the Arizona Community Protection and Treatment Center (ACPTC) program.

ACPTC provides for a secure treatment environment for sexually violent persons (“residents”) who have been determined to have a mental disorder and need to be committed to protect the health and safety of others in the community.

The Hospital and ACTPC are located at 2500 East Van Buren Street, Phoenix, Arizona 85008. The Hospital and ACPTC operate twenty-four hours (24) per day, three hundred sixty-five (365) days per year.

2. OBJECTIVE

To provide Non-911 emergency ambulance service when patient health issues or status require additional or acute care/equipment and transport to and from an external medical facility when basic transport is needed, but the Hospital is unable to accommodate the patient with “Security Vans”.

The goal of the program is to assure safe and reliable transport for Hospital patients and ACPTC residents. All patients and residents will be accompanied by Hospital staff during transport.

The ambulance service will make the necessary arrangements for unusual or extremely difficult transports.

The contracted ambulance service will provide the necessary means to transport any Hospital patient or ACPTC resident to and from an external medical facility. The contracted ambulance services will further accommodate all acute medical concerns that may arise during transportation until the patient is transported to their respective destination. Should the ambulance service require additional equipment, manpower or time, this will be coordinated and provided by the ambulance service.

There is no requirement for emergency transportation. Emergency Transportation shall be executed via 911 calls only.

3. TASKS

All transportation will be prescheduled with the Contractor by the Hospital.

Contractor shall:

- a. Arrive at the Hospital at the times scheduled by Hospital unit staff.
- b. Provide a list of approved subcontractors in the event that a subcontractor is needed to provide non-emergency transport to patients at the Hospital and ACPTC.
- c. Be responsible for billing and invoicing, no payments will be paid to any subcontractors.
- d. Provide the necessary equipment and manpower.
- e. Assist in moving the patient to and from any portion of the Hospital or ACPTC grounds to the ambulance.
- f. Transport the patient to the external medical facility /office or otherwise described location.
- g. Return the patient to the Hospital or ACPTC when the patient’s stay with the external medical facility is complete.

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- h. Be a certified ambulance provider in the State of Arizona and be regulated by ADHS. Contractor shall maintain all certifications and licenses as required by the State and local agencies governing ambulances and ambulance operations.
- i. Keep the Hospital informed of its policies and procedures that are relevant to the obligations of this contract. Contractor shall work with the Hospital to develop other policies and procedures to ensure that the Contractor meets the Hospital requirements for patient and resident transportation.
- j. Obey all posted speed limits on Hospital grounds.
- k. Comply with all requirements of applicable standards of Joint Commission on Accreditation of Health Care Organization (JCAHO), Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), National Fire Protection Association (NFPA), Environmental Protection Agency (EPA), Center for Disease Control (CDC), and any other federal, state, and local regulatory agencies.
- l. Maintain on file documentation of evidence of compliance with applicable regulations enforced by the Joint Commission on Accreditation of Health Care Organization (JCAHO), Health Care Financing Agency (HCFA), Occupational Safety Hazard Association (OSHA), National Fire Protection Association (NFPA), Environmental Protection Agency (EPA), Center for Disease Control (CDC), and any other federal, state, and local regulatory agencies, including Arizona State Hospital and Arizona Community Protection Treatment Center Policies and Procedures.
- m. Provide a Plan of Correction (POC) as requested by the Quality Resource Management (QRM) Director or designee within thirty (30) days when deficiencies have been identified by the Hospital or an external regulatory agency.

4. REQUIREMENTS

- a. Transport all non-911 emergency Hospital patients and ACPTC residents as requested by the Hospital.
- b. Provide documentation of any and all procedures, including receiving pertinent client information that would be necessary in the care of the patient.
- c. Adhere to and comply with Federal, State, County, City, and HIPAA rules, regulations, and standards.
- d. No cameras, including cell phones with cameras, are permitted on Hospital property.
- e. The Hospital grounds are drug-, alcohol-, and tobacco-free.
- f. No firearms are permitted on Hospital property.
- g. Provide proof of license or certification when submitting an offer to ADHS.

5. ADDITIONAL REQUIREMENTS AT CONTRACT AWARD

Items to be provided by the Contractor as required within ten (10) days of Contract award, and upon request through the term of the Contract.

- a. Certificate of Liability Insurance
- b. HIPAA Business Associate Agreement (BAA) - Attachment A
- c. State of Arizona Substitute W-9 form

6. REFERENCE DOCUMENTS

Arizona State Hospital Policy ClinSvsSpecTx026- Security Precautions when transporting and escorting patients-Exhibit A

7. STATE PROVIDED ITEMS

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Arizona State Hospital will provide the following:

- a. Pertinent patient health information as under HIPAA for each patient or resident being transported.
- b. Security and/or Nursing support as determined by the patient's legal and psychiatric status.
- c. Hospital staff member to accompany patient/resident during transport.
- d. Necessary procedural and policy manual and other material deemed necessary.

8. APPROVALS

- a. Contractor will not use a subcontractor without prior written or verbal approval from ADHS. Verbal approval shall be confirmed in writing within twenty-four (24) hours.
- b. Contractor will be responsible for billing and invoicing ADHS
- c. No payments will be paid to any subcontractors or any other vendors for services rendered on behalf of the Contractor.

9. DELIVERABLES

Hospital patients and residents shall be transported to their respective destination and brought back to the Hospital after their scheduled appointment with the external medical agency.

10. DELIVERY SCHEDULE

Hospital patients and ACPTC residents may require non-emergency transport at any time of the day, twenty-four (24) hrs/day, seven (7) days/wk, three hundred sixty-five (365) days/yr.

11. ACCEPTANCE

Upon transport of the patient or resident from the Hospital and patient's return back to the Hospital, the Contractor shall provide an invoice detailing all activities, time and equipment germane to the debt incurred by the Hospital. The Hospital reserves the right to dispute charges incurred.

- a. Invoices must indicate any specific discount being applied in detail for each item.

12. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

- a. Invoices shall be submitted to the Hospital Business Office within thirty (30) days after delivery. The invoices shall be sent to the following address:

Arizona Department of Health Services
Attn: Business Office
2500 East Van Buren Street
Phoenix, Arizona 85008

- b. Invoices shall be paid by ADHS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADHS shall pay the undisputed part according to the payment terms described above.

- c. Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor _____

SCOPE OF SERVICES
REQUEST FOR QUOTATION # HQ841365

Attention: _____

Address _____

Address _____

City, State, Zip _____

ATTACHMENT A

REQUEST FOR QUOTATION # HQ841365

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 ("HIPAA") BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT")

The Arizona Department of Health Services or an Arizona Department of Health Services' Division, Bureau, Office, or Program and Business Associate hereby enter into this Agreement. The date when this Agreement is effective ("Effective Date") shall be determined according to Sections 164.534, 164.532(d), and 164.532(e) of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, Subparts A and E ("Privacy Standards"). This Agreement supplements any service agreement(s) ("Service Agreement(s)") between ADHS Covered Component and Business Associate relating to the disclosure of Protected Health Information ("PHI"). In the event of conflicting terms or conditions, this Agreement shall supersede the Service Agreement(s).

The ADHS Covered Component and Business Associate intend to comply with the Privacy Standards; the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C ("Security Standards"); HIPAA; and other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of Electronic PHI ("ePHI") related to this Agreement.

- A. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Privacy Standards and the Security Standards.
- B. **PERMITTED USES AND DISCLOSURES OF PHI.** Business Associate will Use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, ADHS Covered Component as specified in the underlying Service Agreement(s) and this Agreement, provided that any Use or Disclosure would not violate: the Privacy Standards, the Security Standards, or HIPAA, if done by ADHS Covered Component; or ADHS Covered Component's policies and procedures for using or disclosing only the Minimum Necessary PHI.
1. **Business Activities of Business Associate.** Business Associate may use PHI for the necessary management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate if:
 - b. The disclosure is Required by Law; or
 - c. Business Associate obtains reasonable assurances from the person receiving the PHI that the person will:
 - (1) Maintain the Confidentiality of the PHI,
 - (2) Use or disclose the PHI only as Required by Law or for the purpose for which the PHI was disclosed to the person, and
 - (3) Notify Business Associate when the person becomes aware that PHI confidentiality has been breached.
 2. **Aggregation of PHI.** Business Associate may aggregate the PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate of the other Covered Entities, provided that the purpose of the aggregation is to provide ADHS Covered Component with data analyses relating to the Health Care Operations of ADHS Covered Component. Business Associate shall not disclose PHI between or among Covered entities, unless ADHS Covered Component specifically authorizes the disclosure.
 3. **De-Identification of PHI.** Under 45 CFR 164.502(d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. Business Associate may de-identify any and all PHI, provided:
 - a. The de-identification conforms to the requirements of 45 CFR Section 164.514(b),
 - b. Business Associate maintains the documentation required by 45 CFR Section 164.514(b), and
 - c. Business Associate gives written assurance to ADHS Covered Component that Business Associate appropriately maintains the documentation required by 45 CFR Section 164.514(b).

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C. OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING PHI IN ANY FORM.

1. **Safeguards.** Business Associate shall use appropriate safeguards to prevent any Use or Disclosure of PHI not otherwise permitted in this Agreement.
2. **Reporting Impermissible Use or Disclosure.** Recipient shall promptly report to the designated individual specified in the Notice Provision number “G” of this agreement. Any Use or Disclosure of any PHI not permitted by this Agreement or the Privacy Standards (“Impermissible Use or Disclosure”), upon becoming aware of such Use or Disclosure. Recipient agrees to mitigate, to the extent practicable, any harmful effect from an Impermissible Use or Disclosure known to Recipient or its agents or subcontractors.
3. **Agents and Subcontractors.** Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI agrees to all the PHI-related restrictions and conditions that apply to Business Associate through this Agreement. Business Associate shall maintain an accounting of all disclosures of PHI to agents or subcontractors as provided in this Agreement.
4. **Personnel.** Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce (“Personnel”), whose services may be used to satisfy Business Associate’s obligations under this Agreement and the Service Agreement(s), of the terms of this Agreement. Business Associate represents and warrants that the Personnel are under sufficient legal obligation to Business Associate for Business Associate to fully comply with the provisions of this Agreement.
5. **Access to PHI.** Within five (5) business days after a written request by ADHS Covered Component for access to PHI held by Business Associate in a Designated Record Set, Business Associate shall make the requested PHI available to ADHS Covered Component. If the requested PHI is stored off site, Business Associate shall make the PHI available to ADHS Covered Component within ten (10) business days, to allow ADHS Covered Component time to respond to a request for access by an Individual within 60 calendar days.

If an Individual requests access to PHI directly from Business Associate, Business Associate shall provide or deny access according to 45 CFR 164.524, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.

6. **Amendment of PHI.** Within five (5) business days after an Individual’s request to ADHS Covered Component to amend the Individual’s PHI held by Business Associate in a Designated Record Set, Business Associate shall provide the Individual’s PHI to ADHS Covered Component for amendment. If ADHS Covered Component requests Business Associate to amend an Individual’s PHI, Business Associate shall incorporate into the Individual’s PHI the amendment, any statements of disagreement, and/or rebuttals within a reasonable time, as required by 45 CFR Section 164.526.

If an Individual requests amendment of PHI directly from Business Associate, Business Associate shall amend or deny amendment according to 45 CFR 164.526, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.

7. **Documentation of Disclosures.** Business Associate agrees to document all Disclosures of PHI made by Business Associate as required for ADHS Covered Component to respond to a request by an Individual for an accounting of Disclosures of PHI according to 45 CFR Section 164.528. At a minimum, the documentation related to Business Associate’s Disclosure of PHI shall include:
 - a. The date of Disclosure;
 - b. The name of the PHI recipient and, if known, the address of the PHI recipient;
 - c. A brief description of the PHI disclosed; and
 - d. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual’s authorization, or a copy of the written request for Disclosure.
8. **Accounting of Disclosures.** Within ten (10) business days after notice by ADHS Covered Component to Business

ATTACHMENT A

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Associate that ADHS Covered Component has received a request for an accounting of Disclosures of an Individual's PHI, Business Associate shall provide ADHS Covered Component with the Disclosure records stated in the notice. Business Associate shall provide Disclosure records for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law.

If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 CFR 164.528, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action. The accounting of Disclosures shall include all PHI Disclosures for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law. If Business Associate is unable to provide the accounting of Disclosures within the allowed time, Business Associate shall provide ADHS Covered Component with a written statement of the reason for delay and the date Business Associate will provide the accounting.

9. **Governmental Access to Records.** For the purpose of determining ADHS Covered Component's compliance with the Privacy Standards, Business Associate shall make available to ADHS Covered Component or to the Secretary:
- a. Business Associate's internal practices, books, and records relating to the Use and Disclosure of PHI;
 - b. Business Associate's policies and procedures relating to the Use and Disclosure of PHI; and
 - c. All PHI received from ADHS Covered Component or created or received by Business Associate on behalf of ADHS Covered Component.

This provision does not constitute a waiver by ADHS Covered Component of any attorney-client privilege or other legal privilege.

10. **Transaction Standards Regulation.** If Business Associate conducts in whole or part Standard Transactions for or on behalf of ADHS Covered Component, Business Associate shall comply with the Electronic Data Transaction Standards and Code Sets, 45 CFR Part 162, Subparts I through R ("Transaction Standards and Code Sets"). Business Associate shall require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of ADHS Covered Component, to comply with the Transaction Standards and Code Sets. Business Associate and its subcontractors or agents shall not enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of ADHS Covered Component that:
- a. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
 - b. Adds any Data Elements or Segments to the maximum defined Data Set;
 - c. Uses any code or Data Element that is marked "not used" in the Standard Transaction's implementation specification or that is not in the Standard Transaction's implementation specification; or
 - d. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. **OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING ePHI**

- 1. **Safeguards.** Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of ADHS Covered Component.
- 2. **Agents and Subcontractors.** Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect the Confidentiality, Integrity, and Availability of the ePHI.
- 3. **Report of Security Incident.** Business Associate shall promptly report to ADHS Covered Component any Security Incident of which Business Associate becomes aware that involves ePHI created, received, maintained, or transmitted by Business Associate.

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4. **Governmental Access to Records.** Business Associate shall make its policies, procedures, and the documentation required by the Security Standards available to ADHS Covered Component and to the Secretary for purposes of determining ADHS Covered Component's compliance.
5. **Termination Authorized.** Business Associate agrees that ADHS Covered Component may terminate this Agreement if ADHS Covered Component determines that Business Associate has violated a material term of this Agreement related to the Security of ePHI.

E. OBLIGATIONS OF ADHS COVERED COMPONENT.

1. **Notice of Privacy Practices.** ADHS Covered Component shall notify Business Associate of any changes or limitation(s) in ADHS Covered Component's Notice of Privacy Practices according to 45 CFR Section 164.520, to the extent that such changes or limitation(s) may affect Business Associate's Use or Disclosure of PHI.
2. **Changes in Permission by Individual.** ADHS Covered Component shall notify Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
3. **Restrictions on PHI.** ADHS Covered Component shall notify Business Associate of any restriction of PHI Uses and Disclosures that ADHS Covered Component has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's PHI Use or Disclosure.
4. **Permissible Requests by ADHS Covered Component.** ADHS Covered Component shall not request Business Associate to use or disclose PHI in any manner not permitted under the Privacy Standards if done by ADHS Covered Component.

F. TERM AND TERMINATION

1. **Term.** The term of this Agreement shall begin on the Effective Date and shall terminate when all PHI provided by ADHS Covered Component to Business Associate, or created or received by Business Associate on behalf of ADHS Covered Component, is destroyed or returned to ADHS Covered Component. If it is not feasible for Business Associate to return or destroy all PHI, the term of this Agreement shall terminate, except to the extent protections are extended to any PHI not returned or destroyed, according to the provisions in Section F(2)(c).
2. **Effect of Termination.**
 - a. Except as provided in paragraph (c) of this Subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from ADHS Covered Component, or created or received by Business Associate on behalf of ADHS Covered Component.
 - b. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the returned or destroyed PHI.
 - c. If Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide to ADHS Covered Component notification of the conditions making return or destruction not feasible. Business Associate shall extend the protections of this Agreement to the PHI and shall limit further Uses and Disclosures of the PHI to the purposes that make the return or destruction not feasible, for so long as Business Associate maintains the PHI. If it is not feasible for Business Associate to recover from a subcontractor or agent any PHI, Business Associate shall provide a written explanation to ADHS Covered Component. Business Associate shall require the subcontractor or agent to agree:
 - (1) To extend the protections of this Agreement to the PHI in the possession of the subcontractor or agent, and
 - (2) To limit any further Uses or Disclosures of the PHI to the purposes that make the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.
3. **Termination for Cause.** Upon ADHS Covered Component's knowledge of a material breach by Business Associate of the terms of this Agreement, ADHS Covered Component shall:

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- a. Terminate this Agreement and the underlying Service Agreement(s) if Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component;
- b. Immediately terminate this Agreement and the underlying Service Agreement(s); or
- c. Report the violation to the Secretary if:
 - (1) Termination is not feasible, and
 - (2) Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component.

G. NOTICES

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communications to the parties entitled hereto, registered or certified mail, postage prepaid, to the parties at the following address (or to such other addresses as are designated in writing to all parties):

To:
Address:

Phone Number:

To:
Address:

Phone Number:

Copy to:
Address:

Phone Number:

To:
Address:

Phone Number:

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H. MISCELLANEOUS

1. **References.** A reference in this Agreement to HIPAA, the Privacy Standards, or the Security Standards means the law or regulation as in effect on the Effective Date or as subsequently amended, and for which compliance is required.
2. **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that ADHS Covered Component may comply with the requirements of HIPAA.
3. **Survival.** The obligations of Business Associate under this Agreement shall survive the termination of this Agreement and of the underlying Service Agreement(s) to the extent required by Section F(2)(c).
4. **Effect on Service Agreement(s).** Except as specifically required to implement the purposes of this Agreement, or to the extent not consistent with this Agreement, all provisions of the underlying Service Agreement(s) shall remain in force and effect.

<p>Contractor hereby acknowledges receipt and acceptance of this HIPAA Agreement and that a signed copy must be filed with the Procurement Office.</p> <div style="display: flex; justify-content: space-between;"><div>_____ Signature</div><div>_____ Date</div></div> <div>_____ Authorized Signatory's Name and Title:</div> <div>_____ Contractor's Name</div>	<p>The above referenced HIPAA Agreement is executed this _____ day of _____ 20____ by the Arizona Department of Health Services.</p> <div style="text-align: center;">_____ Procurement Officer</div>
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EXHIBIT A

REQUEST FOR QUOTATION # HQ841365

SUPERSESSON:	ClinSvsSpecTx003 "Transporting and Escorting Patients to Special Hearings, Clinics and/or Off Grounds Medical Centers" - approved 11/30/2005 ClinSvsPhyMed010, "Emergency Transportation for Patients Returning to the Hospital" - approved 10/05/2006 ClinSvsPhyMed014, "Ambulance Transportation for Patients Transferring to/from General Hospitals – Non-Emergent" – approved 11/30/2005
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PURPOSE

To establish guidelines for the use of Security Containment Devices (SCDs) and/or restraints when transporting and escorting all patients to: 1) protect the health and safety of the patient and others and, 2) to reduce the risk of escape.

POLICY

It is the policy of Arizona State Hospital to ensure the health and safety of the patients by transporting and escorting patients to special hearings, clinics, outside medical facilities and other destinations approved by the Treating Psychiatrist using restraints and/or SCDs when clinically indicated and subject to the guidelines set forth in this policy. The least restrictive restraint or SCD necessary will be utilized. The patient's current legal status may significantly impact the degree of supervision and containment required when transporting or escorting the patient.

All procedures as outlined in this policy will be in compliance with standards set forth by the Joint Commission on Accreditation of Healthcare Organizations; the Centers for Medicare and Medicaid Services; and all federal, state and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act.

AUTHORITY

ARS § 36-206 Duties of superintendent; deputy; clinical assessment.
Arizona Administrative Code, Title 9, Chapter 10, R9-10-212 – 213. Administration.
Arizona Administrative Code, Title 9, Chapter 20.

APPLICABILITY

Treating Psychiatrists, Officer of the Day (OD) Psychiatrists, Nursing Services' Personnel, Treatment Unit Personnel, Security Services' Personnel

DEFINITIONS

1. "Restraint" - Physically limiting a patient's mobility, freedom of movement, physical activity or normal access to his/her body, including:
 - a) Mechanical Restraint – The process of restraint through the use of leather restraints or other approved restraint devices.
 - b) Physical Restraint - The employment of any physical hold with an intent to impede the movement of a patient, regardless of the duration of time the hold is employed
2. "Security Containment Devices (SCDs)" - Devices used to limit the patient's mobility in order to prevent escape or injury during transportation; these include metal wrist, waist and/or ankle restraints, including attachments and leg braces.
3. "Treatment Unit Personnel" - Direct patient care personnel who are assigned to work on the patient treatment units.
4. "Pat down searches" - Patting or sliding the hands along the fully clothed body of a person. This may include the inspection/removal of prosthetic devices and shoes, in accordance with hospital policy PhyEnvirSafety018, "Searches – Treatment Units, Other Patient Areas and Specific Patient" – attachment 2.

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DIVISION PRIMARY POSITION OF RESPONSIBILITY

The Director of Performance Improvement, Arizona State Hospital, is responsible for coordinating the hospital's policies and procedures.

SPECIAL NOTATIONS

1. The utilization of any form of restraint or SCD when transporting a civilly committed patient requires a written order by the Treating Psychiatrist or OD Psychiatrist.
2. Forensic patients under the legal statuses of Title 13 Restoration to Competency (RTC), Observation; Not Guilty by Reason of Insanity [NGRI] and Title 13 Guilty Except Insane [GEI] must always be in an SCD when escorted out of the building in which they reside. The leg brace is considered the least restrictive SCD. Use of the leg brace device on these patients does not require a written order by the Treating Psychiatrist or OD Psychiatrist. If a more restrictive device is indicated a written order is required.

Exceptions:

- a) If the patient is non-ambulatory due to a medical condition, the Psychiatrist may indicate in the written order that no restraint or SCD is required.
 - b) Forensic NGRI or GEI patients who have a Conditional Release Plan approved by the Psychiatric Security Review Board may be transported without restraints or SCDs with a written order by the Psychiatrist.
3. Patients attending a Psychiatric Security Review Board hearing must be escorted either by Nursing Services' personnel, Security Services' personnel, or both. The escorting personnel requirements must be indicated in the written Psychiatrist's order.
 4. Pat down searches of patients returning to the treatment unit are not to be routinely completed. Refer to the cross-reference PhyEnvirSafety018 "Searches - Treatment Units and/or Other Patient Areas and Specific Patients."
 5. Under no circumstances are patients to be transported in staff private vehicles.

CROSS-REFERENCES

Administrative Policies and Procedures:

1. ClinSvsSpecTx011, "Seclusion or Restraint"
2. ClinSvsSpecTx016, "Security Containment Devices (SCDs)"
3. PhyEnvirSafety018, "Searches - Treatment Units and/or Other Patient Areas and Specific Patients"

EXHIBIT A

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SCD OPTIONS:

In the event that the Treating Psychiatrist or OD Psychiatrist specifically identifies a need for the SCDs to be used when transporting a patient, the options indicated in the following table should be considered:

Patient Legal Status	Levels of Containment Devices	Psychiatrist's Considerations
NGRI/GEI residing on the Community Reintegration Unit (CRU) with an approved Conditional Release Plan	1. <u>Optional</u> - Leg brace device, unless physician indicates it is medically contraindicated	Consider the least restrictive measure required based on the diagnostic procedure being utilized if the patient is going to a medical appointment.
	2. <u>Optional</u> – Other SCDs.	Use only when the leg brace might prove ineffective or when a leg brace is medically contraindicated. May be used with or without a leg brace.
Title 13: Observation; RTC: NGRI and GEI	1. <u>Required</u> - Always a leg brace unless physician indicates it is medically contraindicated or orders another SCD.	Consider the least restrictive SCD required based on the diagnostic procedure being utilized.
	2. <u>Optional</u> –other SCDs.	Use only when the leg brace might prove ineffective or when a leg brace is medically contraindicated. May be used with or without a leg brace.
Civily Committed Patients	1. <u>Optional</u> – Restraints with a written Physician's Order.	1. Consider the least restrictive measure based on the patient's medical and psychiatric status.
	2. Leg brace may be applied if the patient is a high AWOL risk. A written Physician's Order is required.	2. Consider AWOL risk.

PROCEDURE

1. If restraints or SCDs are required for transporting and/or escorting a patient, the Treating Psychiatrist or OD Psychiatrist must write an order for transporting the patient in the least restrictive form of containment required, except as noted above, and should be based on clinical judgment if it is suspected the patient is likely to become self-injurious, assaultive to others, or is considered an AWOL/escape risk.

Note: The written order must specify the following:

- a. The least restrictive type of restraint and/or SCD to be used and the specific indications for the type and need;
- b. The special hearing, clinic, outside medical facility or other destination to which the patient is to be transported; and

<p style="text-align: center;">EXHIBIT A REQUEST FOR QUOTATION # HQ841365</p>

- c. The staff escort required including the required staff/patient ratio, if appropriate (e.g., 1:1, 1:2, 1:3).

Responsible Person: Psychiatrist

2. If transportation assistance is needed, the Hospital Control Center must be notified at least twenty-four (24) hours in advance if at all possible.

Note: At least one staff member, either Nursing Services or Security Services, escorting the patient must be of the same gender.

Responsible Person: Nursing Services' Supervisor

3. The SCD should be double locked and checked for proper fit and circulation. If the patient complains of discomfort or if the SCD is removed and reapplied it should be checked again for fit and circulation.

Responsible Person: Security Services' Personnel Escorting the Patient

4. If transporting the patient in a vehicle, seat the patient with accompanying staff member in rear seat.

Responsible Person: Treatment Unit and/or Security Services' Personnel Escorting the Patient

5. The designated containment device is to be removed only as requested by a physician, an x-ray technician, a licensed nurse or an Officer of the Court.

Note: SECURITY STAFF MUST NOT LEAVE THE PATIENT UNATTENDED BY ARIZONA STATE HOSPITAL STAFF.

6. The SCD will be removed by Security Services Personnel before the patient re-enters her/his treatment unit only in the locations specified in hospital policy ClinSvsSpecTx016, "Security Containment Devices (SCDs)".

Responsible Person: Security Services' Personnel Escorting the Patient

7. After returning the patient to the treatment unit, the accompanying unit staff member must document in the Continuous Progress Record of the patient's health record the length of time patient was in restraints or SCDs, the type of restraint or SCD utilized; whether or not the patient was offered water and bathroom privileges; and the patient's behavior during transport.

EXHIBIT A REQUEST FOR QUOTATION # HQ841365

Responsible Person: Treatment Unit Personnel Escorting the Patient

Approved:	Date:
John C. Cooper, M.A., H.S.A. Chief Executive Officer	
The Director of Performance Improvement, Arizona State Hospital, is responsible for coordinating the hospital's policies and procedures.	

Additional Approval:

Michael Stumpf, M.D. Chief Medical Officer	Date
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Colleen Rannels, RN. Chief Nursing Officer	Date
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Stan Bates Chief of Security	Date
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Users are encouraged to suggest improvements regarding this policy and procedure to the PPR.

CERTIFICATE OF INSURANCE

Request for Quote No.: HQ841365

EXAMPLE

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE) <input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			General Aggregate Product-Completed Operations Aggregate Person and Advertising Injury Blanket Contractual Liability – written and oral	\$ 1,000,000 \$ 500,000 \$ 500,000 \$ 500,000
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			Bodily Injury – each person Bodily injury – each accident Property Damage	\$ 500,000 \$ 500,000 \$ 500,000
	<input type="checkbox"/> UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			Each accident Disease – each employee Disease – Policy Limit	\$ 100,000 \$ 100,000 \$ 100,000
	<input type="checkbox"/> OTHER				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER	DATE ISSUED _____

	AUTHORIZED REPRESENTATIVE